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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

RUSSEL G. GREER,

Plaintiff,

v.

FREMANTLE PRODUCTIONS NORTH
AMERICA, INC, a corporation and
MARATHON PRODUCTIONS, INC, a
corporation,

Defendants.

Case No. 2:21-cv-01905-RFB-NJK

**REPLY IN SUPPORT OF
DEFENDANTS' REQUEST FOR
JUDICIAL NOTICE**

In support of its Motion to Compel Arbitration, Marathon¹ requested that the Court take judicial notice of two categories of documents: (1) Greer's Audition Agreement; and (2) several filings from prior lawsuits initiated by Greer. *See* ECF No. 32, Request for Judicial Notice. In his Opposition to Marathon's Request for Judicial Notice, Greer does not oppose Marathon's request that the Court take judicial notice of his Audition Agreement. Accordingly, and for the reasons stated in Marathon's request, the Court should grant Marathon's request for judicial

¹ Unless otherwise noted, all capitalized terms have the same definitions as set forth in Marathon's Request for Judicial Notice.



1 notice with respect to that document. *Medcalf v. Countrywide Home Loans*, 2010 WL 3463661,
2 at *1 (D. Nev. Aug. 27, 2010) (granting unopposed request for judicial notice); *Richard v. Rent-*
3 *A-Ctr., Inc.*, 2015 WL 13915034, at *1 n.1 (C.D. Cal. June 18, 2015) (granting unopposed
4 request to take judicial notice of arbitration agreement).

5 The Court should also take judicial notice of the court filings from Greer's prior lawsuits.
6 As detailed in Marathon's Request for Judicial Notice, courts routinely take judicial notice of
7 court filings just like those at issue here. *See Shelstad v. TGS Aviation Svcs., Inc.*, 2017 WL
8 2870083, at *2 (D. Nev. July 5, 2017) ("A court may take judicial notice of undisputed matters
9 of public record, including documents on file in federal or state courts."); *Nguyen v.*
10 *Marketsource, Inc.*, 2018 WL 2182633, at *3 (S.D. Cal. May 11, 2018) ("[C]ourts routinely
11 grant judicial notice of court records[.]"). In his Opposition to Marathon's Request for Judicial
12 Notice, Greer concedes that "prior litigation history can be judicially noticed," but argues that his
13 prior court filings are irrelevant to Marathon's Motion to Compel Arbitration. ECF No. 35,
14 Opposition to Request for Judicial Notice at 3. In so arguing Greer ignores that his refusal to
15 comply with his agreement to arbitrate (coupled with his threat to weaponize press coverage
16 about his lawsuit, ECF No. 31-1, Declaration of Molly M. Lens in Support of Motion to Compel
17 Arbitration, Ex. 5 at D019 ("I have a few news reporters lined up who are interested in covering
18 this. I know big orgs like Fremantle and Marathon hate bad publicity. So I have the major pieces
19 in this game of chess.")) is an abuse of the judicial court system for publicity, as Greer admits
20 that he's done in the past. *See* ECF No. 33, Opposition to Motion to Compel Arbitration at 3
21 ("Swift was more of a publicity stunt gone wrong . . ."); *id.* at 5 ("Greer wrote and published a
22 book called, 'Why I Sued Taylor Swift.'"). The documents relating to Greer's prior lawsuits
23 thus provide helpful background regarding Greer's motives in bringing this lawsuit and his prior
24 tactics in similar lawsuits. *See United States v. Badger*, 818 F.3d 563, 566 (10th Cir. 2016) ("To
25 provide background to this litigation, we can also take judicial notice of court proceedings.");
26 *Takacs v. City of New York*, 2011 WL 8771384, at *1 n.2 (S.D.N.Y. Jan. 24, 2011) ("[T]his

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28 ///



1 Court is entitled to take judicial notice of the state court decision, which provides helpful
2 background information[.]”).²

3 Accordingly, Marathon respectfully requests that the Court grant its Request for Judicial
4 Notice.

5 Dated this 14th day of February 2022.

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17 *Productions North America, Inc. and*
18 *Marathon Productions, Inc.*

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27 ² Marathon notes, however, that its Motion to Compel Arbitration does not depend on the Court taking
28 judicial notice of the filings from Greer's prior lawsuits. To the contrary, even if the Court were to
decline to take judicial notice of these documents, the Motion to Compel should be granted for all reasons
included in Marathon's briefing.



CERTIFICATE OF SERVICE

The undersigned, an employee of Hone Law, hereby certifies that service of the foregoing document was made on the 14th day of February 2022 via the Court's CM/ECF filing system addressed to all parties on the e-service list.


Candice Ali, an employee of HONE LAW

